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Contract No. (RD)XG-578

THIS SUPPLEMENTAL AGREEMENT, entered into as of 30 June

1955, by and between

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(hereinafter referred to as the "Transferee"); and the

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UNITED STATES OF AMERICA (hereinafter referred to as the "Government").

WITNESSETH:

WHEREAS, the Government, represented by the undersigned Contracting Officer, has entered into certain contracts, letter contracts and purchase orders with the Transferor, as set forth in the attached list marked "Exhibit A" to this Supplemental Agreement and herein incorporated by reference, which contracts, letter contracts and purchase orders and all other contracts, letter contracts and purchase orders and

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amendments and change orders thereto entered into between the Government and the Transferor, which are covered by paragraph 1 below, are hereinafter referred to as the "Contracts";

WHEREAS, as of 30 June 1955 all of the assets of the Transferor were assigned, conveyed and transferred to the Transferee by virtue of the Consolidation, pursuant to the General Corporation Law of the State of Delaware;

WHEREAS, the Transferee, by virtue of the Consolidation, has acquired all of the assets of the Transferor relating to the performance of the Contracts;

WHEREAS, by virtue of the Consolidation, the Transferee has assumed all of the duties, obligations and liabilities of the Transferor under the Contracts;

WHEREAS, the Transferee is in a position fully to perform the Contracts and such duties and obligations as may exist under the Contracts;

WHEREAS, it is in the best interests of the Government to recognize the Transferee as the successor in interest to the Transferor under the Contracts; and

WHEREAS, there has been filed with the Government evidence of said consolidation and the said assignment, conveyance and transfer in the form of a certified copy of the Agreement of Consolidation and certified copies of the resolutions of the Stockholders of the Transferor and of the Boards of Directors of the Transferor and Transferee;

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NOW THEREFORE, in consideration of the premises,
the parties hereto agree as follows:

1. The Contracts covered by this Supplemental Agreement include (i) the contracts, letter contracts and purchase orders specifically listed in Exhibit A to this Supplemental Agreement, and any and all amendments thereto and change orders thereunder, and (ii) all other contracts, letter contracts and purchase orders, and any and all amendments thereto and change orders thereunder, between the Government, represented by the undersigned Contracting Officer, and the Transferor (whether or not performance and payment have been completed and releases executed, if the Government or the Transferor have any remaining rights, duties or obligations).

2. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands and rights against the Government which it now has or may hereafter have in connection with the Contracts.

3. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants and conditions contained in the Contracts, including any amendments which may be issued subsequent to the effective date hereof. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor

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under the Contracts, in all respects as if the Transferee were the original party to the Contracts.

4. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the Contracts with the same force and effect as if the action had been taken by the Transferee.

5. The Government hereby recognizes the Transferee as the Transferor's successor in interest under the Contracts. The Transferee hereby becomes entitled to all rights, title and interest of the Transferor in and to the Contracts, in all respects as if the Transferee were the original party to the Contracts and amendments. The term "Contractor" as used in the Contracts shall be deemed to refer to the Transferee rather than to the Transferor.

6. Except as expressly provided herein, nothing in this Supplemental Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

7. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under any of the Contracts, shall be deemed to have discharged pro tanto the Government's obligations under the Contracts. All payments and reimbursements made by the Government after the date of this Supplemental Agreement in the name of the Transferor or to the Transferor shall have the same force and effect as if made to said Transferee and shall con-

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stitute a complete discharge of the Government's obligations, under the said Contracts, to the extent of the amounts so paid or reimbursed.

8. The Transferor and the Transferee hereby agree that no claim for payment by or reimbursement from the Government will be made by either of them with respect to any costs, increased taxes or other expenses arising out of or attributable to (a) the Consolidation and assignment, conveyance and transfer, or (b) this Supplemental Agreement, other than those which the Government would have been obligated to pay or reimburse under the terms of the Contracts prior to the execution of this Supplemental Agreement.

9. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (a) assumes under this Supplemental Agreement, or (b) may hereafter undertake under the said Contracts as they may hereafter be amended or modified; and the Transferor hereby waives notice and consent to any such amendment or modification.

10. Except as herein modified, the Contracts shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has executed this Supplemental Agreement as of the day and year first above written.

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UNITED STATES OF AMERICA

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(Corporate Seal)

(Corporate Seal)

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C E R T I F I C A T E

I, [] certify that I am the Secretary
of [] named above; that [] who
signed this Supplemental Agreement on behalf of said corporation,
was then VICE PRESIDENT of said corporation; and that this
Supplemental Agreement was duly signed for and in behalf of
said corporation by authority of its governing body and is with-
in the scope of its corporate powers.

50X1

50X1
50X1

Witness my hand and the seal of said corporation this
THIRTIETH day of JUNE, 1955.

(Corporate Seal)

[]

50X1

C E R T I F I C A T E

I, [] certify that I am the Assistant
Secretary of [] named above; that []
[] who signed this Supplemental Agreement on behalf of
said corporation, was then ASST. TREASURER of said corporation;
and that this Supplemental Agreement was duly signed for and in
behalf of said corporation by authority of its governing body
and is within the scope of its corporate powers.

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50X1

Witness my hand and the seal of said corporation this
THIRTIETH day of JUNE, 1955.

(Corporate Seal)

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EXHIBIT A to Supplemental Agreement No. 5
Contract No. (RD)XG-578

Contract No. (RD) XG-578 dated 27 June 1951

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SECURITY INFORMATION

IV. GOVERNMENT FURNISHED EQUIPMENT.

The Contractor will require the provision of three (3) type GN-58 or similar equipments in the performance of the study and evaluation phase. It shall be understood that this Government furnished equipment shall be considered expendable but that the Contractor shall return, as directed by the Contracting Officer, such salvagible material as remains following the conclusion of the work.

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